

1                   STREICH LANG  
2                   A PROFESSIONAL ASSOCIATION  
3                   Firm State Bar No. 00126000  
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7 Lebcon Associates  
8 Susan G. Boswell, Esq. (AZ Bar #4791)

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10                   IN THE UNITED STATES BANKRUPTCY COURT  
11                   FOR THE DISTRICT OF ARIZONA

12 In re:	)	In Proceedings Under Chapter 11
13 BCE WEST, L.P., et al.,	)	Case Nos. 98-12547 through
14 Debtors.	)	98-12570-ECF-CGC
15 EID: 38-3196719	)	(Jointly Administered)
16	)	<b>ORDER CONFIRMING SALE OF</b>
17	)	<b>PROPERTY TO LEBCON ASSOCIATES</b>

18                   This matter came before the Court pursuant to the "Motion To Determine Proper  
19 Purchaser And Price For Store #2374" (the "Motion"). After an initial hearing on the Motion which was  
20 held on June 29, 1999, the Court set an evidentiary hearing on July 16, 1999 (the "Evidentiary Hearing").  
21 At the Evidentiary Hearing, the Debtors, WSG Development Company, an interested party, Lebcon  
22 Associates, the holder of the right of first refusal with respect to the property on which Store #2374 is  
23 located (the "Property") and David and Becky Smith (collectively, "Smith"), the offerors on the Property  
24 pursuant to "Purchase Agreement" dated March 23, 1999 (the "Purchase Agreement") appeared through  
25 their respective counsel. Based upon the evidence presented, the arguments of counsel and the  
26 statements of the Court made on the record at the Evidentiary Hearing, which constitute findings of fact

1 and conclusions of law pursuant to Rule 52, Fed. R. Civ. P. made applicable to bankruptcy pursuant to  
2 Rule 7052, Fed. R. Bankr. P.

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,

4 1. The Purchase Agreement is hereby affirmed.

5 2. The "Order On Fifth Motion For Authority To Sell Real Property Outside The  
6 Ordinary Course Of Business Free And Clear Of Liens [DE 736]" entered May 12, 1999 is hereby  
7 affirmed.

8 3. Lebcon Associates, pursuant to the valid, proper and timely exercise of its right  
9 of first refusal with respect to the Property, is hereby the proper purchaser of the Property for \$800,000,  
10 the price set forth in the Purchase Agreement.

11 4. The Debtors are to consummate the sale of the Property to Lebcon Associates in  
12 accordance with the terms and conditions of the Purchase Agreement and in accordance with the terms  
13 of the right of first refusal contained in the deed of the Property from Lebcon Associates to Don K. Poole  
14 dated July 6, 1993 and recorded in the Register's Office of Hamilton County, Tennessee in Book 4182  
15 beginning at Page 965 thereof with the effective date of the agreement between Lebcon Associates and  
16 the Debtors for purchase of the Property being the date of entry of this Order.

17 DATED: \_\_\_\_\_

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20 UNITED STATES BANKRUPTCY JUDGE  
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